DOCUMENT RESUME

ED 338 308 JC 910 531

TITLE Agreement between the Fremont-Newark Community College District and the United Faculty of Ohlone. Expires 6-30-90.

INSTITUTION Fremont-Newark Community Coll. District, Fremont, CA.

PUB DATE 89

NOTE 26p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Negotiation Agreements; *Personnel Policy; Teacher Retirement; *Teacher Salaries; Two Year Colleges; Unions

IDENTIFIERS Fremont Newark Community College District CA; *Independent Bargaining Agents; *Ohlone College CA

ABSTRACT

The collective bargaining agreement between the Fremont-Newark Community College District Board of Trustees and the United Faculty of Ohlone Community College is presented. This contract, covering the period from March 1989 through June 1990, deals with the following topics: bargaining agent recognition; savings of agreement provisions; United Faculty and district rights; grievance and conciliation procedures; certificated employer-employee relations committee; fringe benefits; salary; early retirement reduced workload program; and term, renegotiation, and contract clauses. A salary schedule and regulations for determining salary rank are appended. (PAA)

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AGREEMENT

B E T W E E N T H E

FREMONT-NEWARK COMMUNITY COLLEGE DISTRICT

A N D

THE UNITED FACULTY OF OHLONE

Expires 6-30-90

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PREAMBLE

This Agreement has been developed after many months of discussion between the respective parties relative to the concerns of the United Faculty of Ohlone and the Fremont-Newark Community College District. United Faculty representatives are aware of the District's desire to maintain decision making flexibility during the months ahead. District representatives are aware of United Faculty's desire to maintain a reasonable compensation package for its membership and to insure a consistent and reliable vehicle for communicating with administration.

In an effort to satisfy these expressed needs the parties hereto have knowingly committed themselves and respective constituencies to a non-traditional collectively bargained agreement. The inclusion and/or exclusion herein of specified or general thoughts and concepts have been carefully considered in collective negotiations.

This bilateral document has been prepared with full recognition of the uncertainties on the horizon of public education. We believe this unique approach will be most beneficial to the College and its community in the months and years ahead.

ARTICLE I
RECOGNITION

1.1 This Agreement is made and entered into this 8th day of March, 1989, by and between the Fremont-Newark Community College District, hereinafter referred to as "District" and United Faculty of Ohlone, hereinafter referred to as "United Faculty."

1.2 The District acknowledges that the United Faculty of Ohlone is the exclusive representative of those certificated employees listed in Appendix "A", in accordance with the certification letter from the Public Employment Relations Board dated June 21, 1979, including full-time and part-time certificated employees assigned as Contract Education Instructors. The unit excludes management, confidential and supervisory positions.

ARTICLE II
SAVINGS

2.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative to the extent ruled invalid, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE III
UNITED FACULTY RIGHTS

3.1 In addition to the rights contained in any other portion of this Agreement, the United Faculty shall have the following rights:

3.1.1 The right to use District facilities to conduct United Faculty meetings and related activities. The scheduling and use of such facilities shall be in accordance with District policy and shall not interfere with scheduled college programs and/or the regular duties of unit members. Where applicable by District policy, the United Faculty shall pay a reasonable fee for expenses relating to utilities, security, clean-up, and any unusual wear or damage.

3.1.2 The right to use bulletin boards designated for their use in appropriate places located in campus and off-campus facilities. All items to be posted shall bear the date of posting and shall be removed by the United Faculty within a reasonable amount of time. Bulletins posted shall specify that they are officially authorized by the United Faculty.

3.1.3 The right to use District mailboxes. Communications placed in staff mailboxes shall state that they are officially authorized by the United Faculty. The United Faculty shall not use District postage machines.

3.1.4 The right to use District telephones for local calls only. The United Faculty will reimburse the District for any long distance charges incurred.

3.1.5 The right for United Faculty representatives to review employee's personnel file or pay record when accompanied by the employee or upon presentation of a written authorization signed by the employee.

3.1.6 The District shall provide the United Faculty with one (1) book of Board Policies, one (1) book of Administrative Regulations, and one (1) copy of each Board agenda "packet" including a copy of official Board minutes, excluding all confidential information or materials as defined by applicable law.

3.1.7 Meetings for the purpose of negotiating with the United Faculty shall normally be scheduled at times that do not conflict with classes being taught by the United Faculty representatives. Non-instructional members of the United Faculty negotiating team shall make a reasonable effort to schedule their primary duties so that release time from primary duties will not be required. When negotiating meetings between the District and United Faculty cannot be scheduled at any time other than assigned teaching, counseling, or librarian hours, a maximum of four (4) authorized members of the United Faculty negotiating team shall be released from their scheduled teaching, counseling, or library duties, with pay.

3.1.8 College Provided Release Time: In addition to the above, the District will contribute an amount of release time up to an equivalent of one three (3) hour credit course reduced load for one (1) semester to be utilized for negotiations. The parties acknowledge that the implementation of this provision shall not allow a fractionalization of any course unit designation. The UFO must notify the District not later than thirty (30) days prior to the beginning of the semester (Fall or Spring) it elects to receive the one three (3) hour credit course reduced load of release time and to whom such reduced load release time shall be assigned. The District shall not be obligated to provide a replacement for any person granted leave under this provision.

3.1.9 UFO Purchased Release Time: The Fremont-Newark Community College District will, subject to the following, provide partial release time/leaves of absence to designated members of the United Faculty Of Ohlone. Such release time/leaves will be designated as Organization leave and the cost of such leave shall be reimbursed to the college district by the UFO.

A. Purpose of Release Time/Leave: This release time/leave shall be utilized by the United Faculty of Ohlone for a negotiator to carry out negotiation activities as provided in the Rodda Act and the parties' collectively bargained agreement. The negotiator designated by the UFO under Section 3.1.9 shall not be the same person as designated in Section 3.1.8.

B. Amount of Release Time/Leave: The UFO shall also be allowed to purchase during any year an additional amount of one three (3) hour credit course reduced load. Such release time must, however, be purchased on an entire semester basis and may not be purchased as a fractional part of the three (3) hour credit course.

C. Request for Release Time/Leave: The UFO shall file a written request for such leave no later than thirty (30) days prior to the semester in which the release time reduced load is to be purchased. Request for leave will be granted provided the absence of the person designated by the United Faculty of Ohlone does not have a negative impact on the program(s) of the College. Approved leaves shall be subject to all applicable provisions of District policy and the Education Code.

D. Payment/Reimbursement: The United Faculty of Ohlone shall at the beginning of the semester in which this release time/leave is elected, reimburse the District at the amount of $787.50. The District shall not be obligated to provide a replacement for any such person.

ARTICLE IV
DISTRICT RIGHTS

4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, lay off, terminate and discipline employees.

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

4.3 The District retains its right to amend, modify or rescind policies and practices covered in this Agreement in emergency circumstances. Examples of emergency circumstances are physical catastrophe, acts of nature and unforeseen events. Such changes, if any, will remain in effect only for the duration of the emergency.

4.4 The exercise of any right reserved to the District herein in a particular manner or the nonexercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

4.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in this Agreement unless such dispute is otherwise grievable under another Article of the Agreement.

ARTICLE V
GRIEVANCE AND CONCILIATION PROCEDURE

5.1 General Provisions

5.1.1 A grievance is defined as a formal written statement by a unit member that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

5.1.2 The President of the United Faculty may file a grievance on behalf of the United Faculty if he/she believes the District has violated an express term of Article III: United Faculty Rights or Article VI: Certificated Employer-Employee Relations (CEER) Committee.

5.1.3 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by an appropriate line administrator. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

5.1.4 A "day" is a day in which the central administration office of the District is open for business.

5.2 Informal Stage: Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his/her immediate supervisor.

5.3 Formal Stage

5.3.1 Level I

5.3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant or United Faculty could reasonably have known of the act or omission, the grievant must present such grievance in writing to the immediate supervisor.

5.3.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the date and time of the informal conference, and the specific remedy sought.

5.3.1.3 Either party may request a personal conference with the other party. The immediate management supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance and such action will terminate Level I.

5.3.2 Level II

5.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the President/Superintendent within ten (10) days after termination of Level I.

5.3.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear concise statement of the reasons for the appeal. Either the grievant or the President/Superintendent or designee may request a personal conference.

5.3.2.3 The President/Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal and such decision will terminate Level II.

5.3.3 Level III

5.3.3.1 In the event the grievant is not satisfied with the recommendation(s) of the President/Superintendent or designee, he/she may request the United Faculty to seek conciliation pursuant to this Section.

5.3.3.2 Upon receipt of written request by the United Faculty delivered to the President/Superintendent within ten (10) days of the formal Level II response, the President/Superintendent and the United Faculty will request the California Conciliation Service to provide a conciliator to assist in resolving the grievance.

5.3.3.3 The conciliator shall attempt to resolve the grievance within twenty (20) days of his/her appointment.

5.3.4 Level IV

5.3.4.1 In the event that the grievant is not satisfied with the recommendation(s) of the President/Superintendent or designee and the conciliation process (Level III) has not been invoked or has not resolved the grievance, he/she may appeal the decision in writing to the Board of Trustees. Such an appeal must be filed within ten (10) days after the Level II decision has been received or the ten (10) day period for such a decision has expired or within ten (10) days of the date the conciliator has formally withdrawn from the case.

5.3.4.2 The Board may make its determination on the record submitted or it may, upon request of the aggrieved person or the President/Superintendent, conduct a hearing on the grievance in executive session.

5.3.4.3 Within thirty (30) days of receipt of the appeal or within thirty (30) days of the Board hearing, the Board will, unless unforeseen delays arise, communicate its final decision on the matter to the United Faculty, the aggrieved person and the President/Superintendent. Should a delay arise, the Board will notify concerned parties of a revised timeline for its decision.

5.4 Failure to Meet Time Limits: If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

5.4.1 Time limits hereunder may be lengthened in any particular case only by mutual consent.

5.5 Representation: The grievant shall be entitled upon request to representation by United Faculty at all formal level grievance meetings. In situations where United Faculty has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until United Faculty has received a copy of the grievance and the proposed resolution, and has been given the opportunity to state its views on the matter. Ten (10) days will be considered an opportunity in this instance.

5.6 Reasonable Release Time: Reasonable release time will be provided United Faculty Representatives for purposes of representing grievants pursuant to this Article.

5.7 Confidentiality: In order to encourage a timely and fair review of a grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor the United Faculty nor the District shall make public either the grievance or evidence regarding the grievance.

5.8 Group Grievances: Should the United Faculty and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one (1), they may mutually agree to do so. In such instances, a group grievance would be filed at Level II of the procedure.

ARTICLE VI
CERTIFICATED EMPLOYER-EMPLOYEE RELATIONS (CEER) COMMITTEE

6.1 There shall be a committee established comprised of three (3) members appointed by the President of the United Faculty and three (3) members appointed by the President/Superintendent of Ohlone College.

6.2 The committee will meet on a monthly basis. Meeting schedules may be modified and/or supplemented by mutual agreement.

6.3 The sole purpose of the committee is to maintain a viable and effective channel of communication between the District and the United Faculty.

6.4 The District agrees to place on the committee agenda contemplated changes in Board policy which may have a specific impact on a unit member's(s') entitlement in a mandatory topic of bargaining as specifically set forth in Section 3543.2 of the Educational Employment Relations Act. The District will not institute any contemplated changes until such time as the United Faculty has had the opportunity to provide input pursuant to this Section and this Article.

6.5 The United Faculty and the District agree that it is not the intent of this Article to change, whether by addition, deletion or modification, the provisions of this Agreement.

6.6 The United Faculty and the District agree that nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or the accumulation of any rights or privileges other than those expressly stated or implied herein. Parties agree that past practice, standards, obligations and commitments of the Board to its employees are rejected mutually as a condition of entering into this Agreement except as provided in 6.4 above.

ARTICLE VII
FRINGE BENEFITS

7.1 Effective July 1, 1988, the District will provide a maximum monthly contribution of $236.36 based on twelve (12) months, towards the premium cost of a District provided medical plan selected by an eligible full-time unit member. The unit member is responsible, through payroll deduction, for any excess premium pertaining to the plan selected.

7.1.1 Any full-time unit member who chooses not to accept the District provided medical plan may substitute a tax deferred annuity of $41.67 per month at District expense.

7.2 The fringe benefit programs of dental and salary continuance shall be continued through June 30, 1989. There shall be no increase in unit member costs for these programs through June 30, 1989.

7.3 In accordance with Article X, Section 10.5, Fringe Benefits shall be a topic of reopened negotiations for the 1989-90 school year.

7.4 Each full-time unit member shall be provided with $25,000 in-group term life insurance coverage. The premium for this coverage will be paid in full by the District for the term of this Agreement.

7.4.1 In addition to the $25,000 group term life insurance coverage set forth in Section 7.4 above, the District does agree to provide a maximum additional monthly contribution of up to $7.00 to be applied toward an additional $25,000 in-group term life insurance coverage for each full-time unit member. conditioned upon the following:

7.4.1.1 The insurance carrier does agree to provide group term life insurance coverage as set forth in Section 7.4.1 above.

7.5 A unit member may apply for early retirement benefits (health insurance coverage) from the District under the following conditions:

7.5.1 The employee must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date.

7.5.2 The employee must have rendered at least ten (10) years of full-time service to the District.

7.5.3 The employee must submit a notice of intention to retire from the District at least ninety (90) days in advance of the effective date.

7.5.4 The employee shall have the option of paying the premium to cover his/her spouse and/or dependents during the employee's participation in this program.

7.5.5 The District's obligation for premium contribution under this program shall not exceed its maximum obligation as stated in 7.1 above.

7.5.6 The District shall provide for employees participating in this program medical benefits to the same extent provided full-time employees, for the employee only. Said coverage shall cease upon any one of the following occurrences:

7.5.6.1 The employee reaches age sixty-five (65); or

7.5.6.2 The employee dies or otherwise terminates participation in the program; or

7.5.6.3 The employee is employed by another employer who provides paid medical benefits for its employees.

7.6 RETIREE MEDICARE CONTRIBUTIONS

7.6.1 The Fremont-Newark Community College District will contribute up to 50% of the Medicare part "A" premium for any unit member who retires after the effective date of this Agreement and who has reached his/her 65th birthday, conditioned upon all of the following:

7.6.1.1 The Unit member must have rendered at least ten (10) years of full-time service to the District.

7.6.1.2 The Unit member must have attained at least age 55 before retirement from the College District unless physically or mentally disabled and certified for STRS disability retirement prior to age 55.

7.6.1.3 The retiree at age 65 does not qualify for Medicare Part "A" because he/she is deficient in the required 40 quarters of Social Security credit as certified by the Social Security System.

7.6.1.4 The retiree must at age 65 or older contribute 50% of the Medicare Part "A" premium throughout the period of District contributions.

7.6.1.5 At the time of any College District contributions toward Medicare Part "A" premium, such contributions shall continue during eligibility only so long as is determined by the product of the number of unaccrued required quarters of Social Security which, when added to Social Security quarters previously earned and accrued totals 40 quarters of eligibility, times the number three (3). Thus, each month College District contribution is equal to one-third (1/3) quarter of Social Security eligibility.

Example:

After age 65 if a retiree has been credited with thirty (30) quarters of social security eligibility towards Medicare Part "A" coverage, the College District's contribution will last only thirty months (3 x 10 quarters), unless otherwise extinguished as provided herein.

7.6.1.6 As an alternative, the retiree may elect the District contribution of 50% be applied to the District individual medical plan selected from Article 7.1. providing the District's contribution remains equal to or less than it would be if the retiree elects to be covered under Medicare Part "A".

7.6.2 Notwithstanding satisfaction of the above conditions, the above provisions shall be extinguished upon the happening of any condition subsequent as follows:

7.6.2.1 Federal legislation is enacted which impacts upon and/or effects Medicare Part "A" eligibility providing such legislation contains coverage equal or greater than that provided by Medicare Part "A" as presently exists.

ARTICLE VIII
SALARY

8.1 The salary schedule attached hereto as Appendix B shall continue in effect through June 30, 1989 as set forth in Section 8.1.2 below.

8.1.1 Class and step movement will be paid as earned through June 30, 1989.

8.1.2 The salary schedule at Appendix B shall be increased by the amount of 4.5% on each salary cell retroactive to August 31, 1988 (Appendix B) effective for bargaining unit members employed and in paid status on the date this Agreement is ratified and/or approved by both parties. In addition, the District shall pay a one-time (off the schedule) nonrepetitive increase of 0.2% of the present base annual scheduled salary, based on the original 1987-88 salary schedule, as a settlement adjustment for full time bargaining unit members employed and in paid status on the date this Agreement is ratified and/or approved by both parties.

8.2 A unit member with sufficient years of applicable District service shall be entitled to receive longevity stipends as indicated on Schedule "B".

8.3 A unit member responsible for a major production in the music, art or drama department shall receive a three hundred seventy-five dollar ($375) stipend for each such production to a limit of three (3) stipends in a school year.

8.4 Compensation for Coaching Assignments: (These provisions will become effective January 30, 1989 for those employees in a coaching status and engaged in the coaching assignment on that date.)

8.4.1 A full-time faculty member assigned as the head coach of a major sport shall receive a stipend of nine hundred dollars ($900) in addition to his/her regular load assignment.

8.4.2 A full-time faculty member assigned as the assistant coach of a major sport shall receive a six hundred-twenty-five dollar ($625) stipend in addition to his/her regular load assignment.

8.4.3 A part-time faculty member assigned as the head coach of a major sport shall be compensated at the appropriate laboratory hourly compensation rate for the number of activity hours designated times the number of weeks applicable to the season of the sport to which assigned. Additionally, a part-time faculty member assigned as the head coach of a major sport shall receive a stipend of nine hundred ($900) dollars.

8.4.4 A part-time faculty member assigned as an assistant coach in a major sport shall be compensated pursuant to the following schedule. Placement on the schedule will be on the basis of years experience at Ohlone College in the sport to which assigned.

Year 1 - Six Hundred Twenty Five Dollars ($625)
Year 2 - Seven Hundred Seventy Five Dollars ($775)
Year 3 - Nine Hundred Twenty Five Dollars ($925)

8.5 PART-TIME HOURLY AND OVERLOAD FACULTY

8.5.1 Teaching faculty unit members who have provided teaching in one (1) course or more at Ohlone College for two or more terms since Fall Term 1983, shall be placed on Step 2. Teaching faculty unit members who have provided teaching in one (1) course or more at Ohlone College for four or more terms since Fall Term 1983, shall be placed on Step 3. Teaching faculty unit members who have provided teaching in one (1) course or more at Ohlone College for six or more terms since Fall Term 1983, shall be placed on Step 4. All other faculty who have provided services for not less than 216 paid hours which have been performed for a minimum of two terms since Fall Term, 1983, shall be placed on Step 2. All other faculty who have provided services for not less than 432 paid hours which have been performed for a minimum of four terms since Fall Term, 1983, shall be placed on Step 3. All other faculty who have provided services for not less than 648 paid hours which have been performed for a minimum of six terms since Fall Term, 1983, shall be placed on Step 4.

HOURLY COMPENSATION SCHEDULE

Experience Step	Laboratory	Lecture
Step 1	$20.69	$23.73
Step 2	$22.29	$25.56
Step 3	$23.35	$26.76
Step 4	$24.28	$27.83

THE HOURLY COMPENSATION SCHEDULE set forth above shall be effective on January 30, 1989 to replace the schedule in effect prior to that date for part-time hourly and overload unit members employed and in paid status on the date this Agreement is ratified and/or approved by both parties.

8.5.2 Regular full-time faculty assigned on an hourly overload basis shall be placed on Step 4 effective February 1, 1988.

8.6 CONTRACT EDUCATION

Current Contract Education instruction shall be compensated at the hourly rate of $30/hour or higher in certain exceptional cases. The College District will inform the Certificated Employer-Employee Relations (CEER) Committee pursuant to Article VI of any exceptional cases where the hourly rate exceeds $30/hour. However, nothing shall be construed to limit the District from acting where because of circumstances it is reasonably necessary to do so notwithstanding whether CEER has communicated its advisory opinion on the subject. The parties acknowledge and agree that in some cases time is of the essence and District action to exceed the $30/hour rate is necessitated before it can meet with CEER. Contract Education courses shall be denoted by the suffix "CE" on the assignment contract signed by the Contract Education instructor.

Contract Education course vacancies shall become a matter of general notice to the college district faculty.

8.7 COUNSELOR CONTRACT (Effective July 1, 1989)

Counselors shall be assigned 188 duty days within any school year or ten days more than the number of work days assigned to regularly employed faculty, whichever is less. Assigned days which exceed the number of work days required of regularly employed faculty, shall be paid at the applicable per diem rate of pay. Counselor workday schedule shall be determined by the College District, however, counselors may indicate desired work dates.

ARTICLE IX
EARLY RETIREMENT PROGRAM (REDUCED WORKLOAD)

9.1 The District shall provide for the reduction of certificated employee workloads in accordance with the provisions agreed to herein which reflect compliance with the Education Code, Government Code, and the provisions and/or rules of the State Teachers Retirement System. The intent is to allow eligible unit members to phase in their retirement program through reduced workloads and to continue to accrue health and final retirement benefits as if the employee had continued on a full-time basis, conditioned upon all of the following:

9.1.1 The unit member must reach the age of 55 prior to the first day of the academic term for which a reduced workload is requested and work reduction begins.

9.1.2 The unit member must have been employed full-time in the Fremont-Newark Community College District in a certificated position for at least ten years, of which the immediately preceding five years were full-time employment without a break in service. An authorized leave of absence shall not constitute a break in service for the purpose of this Article but neither shall time spent on a leave of absence count towards the five years of full-time service required by this section.

9.1.3 The option of participation in said program shall be initiated by the unit member and subject to the approval of the Board of Trustees. A formal written request must be submitted to the District by March 1 of the preceding year. The request, submitted on a District application form, shall be reviewed along with all other applications for the forthcoming year by the Early Retirement Program (Reduced Workload) Committee, comprised of two (2) members selected by the United Faculty of Ohlone and two (2) members selected by the District. All applications will be transmitted from the committee to the President/Superintendent. Those recommended for approval by the committee shall be arranged in priority order. The President/Superintendent will review all applications and submit them with recommendations to the Board. The District will endeavor to inform the unit member in writing of the action of the request at least 30 days prior to the beginning of the effective academic term. The decision of the Board of Trustees shall not be subject to the grievance provisions of this Agreement.

9.1.4 In the event that the applicant's request is not granted for reasons which may include: it creates unusual or difficult staffing problems, it adversely affects the full-time to part-time faculty ratio, or it is not in the best interest of the Department or the College, the employee shall be allowed to reapply for the program in any subsequent year.

9.1.5 The maximum period during which a certificated employee's contract may be reduced under this Article shall be five years. At the conclusion of the period during which a certificated employee shall retire and such retirement shall in any event be automatic and irrevocable. During the first or second year of the reduction in contract under this Article, the certificated employee may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the Board on or before March 1 of the first college year or March 1 of the second college year under this Article, and only if there is written consent of the District.

9.1.6 A certificated employee whose contract has been reduced under this Article shall retain all paid benefits afforded full-time certificated employees and shall receive the pro rata share of the salary he or she would have earned had he or she continued full-time. In addition, the employee shall retain, on a pro rata basis, all other rights and benefits of regular full-time certificated employees which are not in conflict with this Article.

9.1.7 The minimum part-time employment shall be the equivalent of one-half the number of days of service required by the employee's contract of service in a full-time position. The employee may request as a minimum, an assignment which is fifty percent (50%) for each quarter or semester in the academic year, or any assignment which averages fifty percent (50%) or more for the academic year. The specific assignment including days and times of work during a school year shall be made by the President or his designee. The employee may request a meeting to discuss the District designated assignment and days and times of required services prior to final determination.

9.1.8 The District and the employee shall each contribute to the State Teachers Retirement Fund the amount that would have been contributed if the employee had continued on a full-time basis.

9.1.9 All regular duties required of full-time employees in similar assignments shall be performed during the dates the employee is on duty. This includes attendance at District-called meetings, faculty meetings, department meetings, and other regularly scheduled College activities. The employee may also be eligible to serve voluntarily on any committee.

9.1.10 Employees on optional reduced workload program status are not eligible for sabbatical leaves.

ARTICLE X
TERM, RENEGOTIATION AND CONTRACT CLAUSES

10.1 Except as may otherwise be provided, this Agreement will become effective upon completion of the ratification process by both parties, and shall remain in full force and effect through June 30, 1990, and from year-to-year thereafter unless either party submits appropriate notice to amend or modify for a subsequent term.

10.2 The party proposing to amend or modify this Agreement for a subsequent term shall submit a written notice of such intent during the month of March preceding the expiration date of the Agreement. Included with such written notice will be three (3) complete copies of all proposed modifications.

10.3 The receiving party shall have not more than forty-five (45) calendar days from date of receipt to prepare and submit three (3) complete copies of its proposals to the initiating party.

10.4 Upon completion of public notice requirements, negotiations will commence at a time and location mutually acceptable to the parties.

10.5 During the month of April, 1989, there shall be reopened negotiations on Article VII and Article VIII, and two (2) additional Articles of each party's choice. Timeliness and procedures as set forth above shall apply to these reopened negotiations.

10.6 It is agreed and understood that there will be no strike, sickout, work stoppage, slowdown, picketing, except as protected by the First Amendment of the Constitution, or refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the United Faculty or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

10.7 During the term of this Agreement, the United Faculty expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the United Faculty at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

Signed and entered into this 8th day of March, 1989.

For the District	For United Faculty of Ohlone

zsw/article3

PUBLIC EMPLOYMENT RELATIONS BOARD

APPENDIX A

United Faculty of Ohlone
43600 Mission Boulevard
P. O. Box 3909
Fremont, California 94538

Fremont-Newark Community College District
Ohlone College
43600 Mission Boulevard
P. O. Box 3909
Fremont, California 94538

Type of Election

[X] Consent Agreement

[ ] Board Directed

[ ] RD Directed

Case Number: SF-R-619

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of June 21, 1979 that a majority of the valid ballots has been cast for

UNITED FACULTY OF OHLONE

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

Shall Include: All full-time and part-time certificated employees.

Shall Exclude: All management, supervisory and confidential employees.

Signed at San Francisco, California

On the 21st day of June, 1979

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

James W. Tamm
Regional Director

PERB-218 (3-78)

APPENDIX B

OHLONE COLLEGE

FREMONT-NEWARK COMMUNITY COLLEGE DISTRICT

(Effective August 31, 1988)

STEP (Experience Year)	CLASS I (Bachelors Degree)	CLASS II (Masters Degree)	CLASS III (M.A. + 30 B.A. + 60 With Masters)	CLASS IV (M.A. + 45 B.A. + 75 With Masters)	CLASS V (M.A. + 60 B.A. +90 With Masters)	CLASS VI (Doctorate)	STEP (Experience Year)
1	24,286	26,104	27,311	27,916	28,525	29,733	1
2	25,497	27,311	28,525	29,128	29,733	30,945	2
3	26,707	28,525	29,733	30,339	30,945	32,154	3
4	27,916	29,733	30,945	31,551	32,154	33,365	4
5	29,128	30,945	32,154	32,760	33,365	34,573	5
6	30,339	32,154	33,365	33,969	34,573	35,787	6
7	31,551	33,365	34,573	35,182	35,787	36,996	7
8	32,760	34,573	35,787	36,362	36,996	38,207	8
9	33,969	35,787	36,996	37,600	38,207	39,418	9
10	33,969	36,996	38,207	38,811	39,418	40,626	10
11	33,969	38,207	39,418	40,024	40,626	41,837	11
12	35,071	39,418	40,626	41,232	41,837	43,047	12
13	35,071	39,418	41,837	42,443	43,047	44,258	13
14	35,071	39,418	41,837	43,651	44,258	45,470	14
15	36,171	40,519	41,837	43,651	45,470	46,678	15
16	36,171	40,519	42,936	43,651	45,470	46,678	16
17	36,171	40,519	42,936	44,751	45,470	46,678	17
18	37,272	41,619	42,936	44,751	46,568	47,776	18
19	37,272	41,619	44,038	44,751	46,568	47,776	19
20	37,272	41,619	44,038	45,853	46,568	47,776	20
21	38,370	42,720	44,038	45,853	47,671	48,879	21
22	38,370	42,720	45,138	45,853	47,671	48,879	22
23	38,370	42,720	45,138	46,952	47,671	48,879	23
24	38,370	43,820	45,138	46,952	48,770	49,978	24
25	38,370	43,820	46,239	46,952	48,770	49,978	25
26	38,370	43,820	46,239	48,053	48,770	49,978	26
27	38,370	43,820	46,239	48,053	49,872	51,080	27

Business Office
3/89

1. REGULATIONS

1.1 Maximum initial placement in each class is as follows: Class I - Step 6; Class II - Step 7; Class III - Step 8; Class IV - Step 8; Class V - Step 8; Class VI - Step 9.

1.2 Credit for full time educational experience will be granted within the following limitations.

a. Not more than two years' experience credit will be allowed for elementary and junior high school full time teaching experience.

b. Not more than five years' experience credit will be allowed for senior high school experience credit or combination of "a" and "b".

c. No limit on experience credit except as in "1" above will be applied for full-time college teaching experience.

d. Placement as a result of related business or industrial experience may be applied toward salary placement at the rate of two years' work experience for one step on the salary schedule.

1.3 The District reserves the right to waive any or all of the maximum stated in 1.1 and 1.2 if the President/Superintendent or designee determines it is necessary in order to employ qualified faculty.

2. After initial employment, no individual will advance more than one step in the experience column in any one year.

3. Individuals will be advanced from one class to another at the beginning of the Fall Semester only. Individuals proposing to move from one class to another must provide official evidence of completion of requirements prior to the first day of duty for the Fall Semester.

4. For salary placement purposes a teacher with a Class-A T & I Credential is placed in Class I. Teachers with Class-A T & I Credentials with all courses completed are placed in Class II.

5. Part-time teaching experience at Ohlone College prior to a unit member becoming a full-time probationary or permanent certificated employee of the college, shall be considered for initial placement on the full-time salary schedule (Appendx B) conditioned upon the following:

a. Only part-time teaching exprience at the Fremont-Newark Community College District will be applicable for part-time teaching experience credit on the salary schedule.

b. Part-time teaching experience after a unit member becomes a probationary or permanent full-time certificated employee, shall not be applicable to step placement on the full-time salary schedule, except where provided for in other articles of this Agreement.

c. Part-time teaching experience will only be credited if it occurred after the beginning of the fall term, 1979. No part-time experience credit prior to July 1, 1979 may be considered for salary schedule placement.

d. Part-time teaching experience may be credited on the basis of one year experience credit for 30 part-time semester teaching units (or its equivalent in quarter units) at Ohlone College.

e. For purpose of defining part-time teaching, the parties agree that work as a part-time counselor, librarian or other part-time certificated employee shall also apply. The amount of 1080 hours as a part-time counselor, librarian or other part-time certificated employee shall be equal to one (1) year of experience credit.

ERIC Clearinghouse for Junior Colleges
DEC 20 1991